

Lisa Swain-Morris Trustor
1054-1056 10th St
Oakland Ca 94607

Southern *New York*
UNITED STATES BANKRUPTCY COURT NORTHERN DISTRICT OF CALIFORNIA

08-13535

10-40860-EDJ13/7

IN RE: ROBERT DANIEL EBERWEIN

DEBTOR

EX-PARTE APPLICATION
NUN PRO TUNC ENTRY OF
MISSING COURT DOCUMENT
PROOFS OF CLAIMS

CLAIMANT LISA SWAIN-MORRIS TRUSTOR
AND/FOR OCCUPANTS NON-
BORROWER BRIAN COLEMAN ET SEQ

3. Memorandum of Points and Authorities in Support of **I Lisa Swain-Morris as Trustor give notice that I filed these and they are missing and** here are missing proofs of claims for APEN 004-0015-015 of which I personal filed on February 2nd 2010 consisting of 17 pages.

Lisa Swain-Morris

Brian Coleman

Brian Coleman

UNITED STATES BANKRUPTCY COURT		Pg 2 of 33	DISTRICT OF <u>CALIFORNIA</u>	PROOF OF CLAIM
Name of Debtor ROBERT DANIEL EBERWEIN		Case Number 10-40860-205-13		ORIGINAL FILED FEB 02 2010 BANKRUPTCY COURT OAKLAND, CALIFORNIA
NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A "request" for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.				
Name of Creditor (The person or other entity to whom the debtor owes money or property): HOMEQ SERVICING		<input type="checkbox"/> Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars. <input type="checkbox"/> Check box if you have never received any notices from the bankruptcy court in this case. <input checked="" type="checkbox"/> Check box if the address differs from the address on the envelope sent to you by the court.		
Name and address where notices should be sent: P.O. Box 90001 RALEIGH, NC 27675-9000		Telephone number: ATT. FORECLOSURE		
Account or other number by which creditor identifies debtor: APN 004-0015-015		Check here <input type="checkbox"/> replaces if this claim <input type="checkbox"/> amends a previously filed claim, dated: _____		THIS SPACE IS FOR COURT USE ONLY
1. Basis for Claim <input type="checkbox"/> Goods sold <input type="checkbox"/> Services performed <input type="checkbox"/> Money loaned <input type="checkbox"/> Personal injury/wrongful death <input type="checkbox"/> Taxes <input checked="" type="checkbox"/> Other REAL ESTATE				
2. Date debt was incurred: 1-19-2010		3. If court judgment, date obtained: _____		
4. Total Amount of Claim at Time Case Filed: \$ _____ (unsecured) (secured) (priority) (Total) <input type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of the claim. Attach itemized statement of all interest or additional charges.				
5. Secured Claim. <input type="checkbox"/> Check this box if your claim is secured by collateral (including a right of setoff). Brief Description of Collateral: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other _____ Value of Collateral: \$ 0 Amount of arrearage and other charges at time case filed included in secured claim, if any: \$ _____		7. Unsecured Priority Claim. <input type="checkbox"/> Check this box if you have an unsecured priority claim Amount entitled to priority \$ _____ Specify the priority of the claim: <input type="checkbox"/> Wages, salaries, or commissions (up to \$4,925)* earned within 90 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(3). <input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(4). <input type="checkbox"/> Up to \$2,225* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. § 507(a)(6). <input type="checkbox"/> Alimony, maintenance, or support owed to a spouse, former spouse, or child - 11 U.S.C. § 507(a)(7). <input type="checkbox"/> Taxes or penalties owed to governmental units - 11 U.S.C. § 507(a)(8). <input type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. § 507(a)(____). <small>*Amounts are subject to adjustment on 4/1/07 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.</small>		
6. Unsecured Nonpriority Claim \$ _____ <input type="checkbox"/> Check this box if: a) there is no collateral or lien securing your claim, or b) your claim exceeds the value of the property securing it, or if c) none or only part of your claim is entitled to priority.				
8. Credits: The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim.				THIS SPACE IS FOR COURT USE ONLY
9. Supporting Documents: Attach copies of supporting documents, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, mortgages, security agreements, and evidence of perfection of lien. DO NOT SEND ORIGINAL DOCUMENTS. If the documents are not available, explain. If the documents are voluminous, attach a summary.				
10. Date-Stamped Copy: To receive an acknowledgment of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim				
Date 1-30-10		Sign and print the name and title, if any, of the creditor or other person authorized to file this claim (attach copy of power of attorney, if any): Brian Coleman		

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The Following Case files are applicable to this case also

09-70509-EDJ-13

09-72390-EDJ-13

05-cv-07097-

05-32521

10-4019

10-4020

10-4021

09-4560

06-3063

99-34016

06-3129

06-3130

09-23690

Attachment 1

clearly identify any and all witnesses, documents, and other evidence of any kind that are to be presented at the Fairness Hearing in connection with such objections, and also must set forth the substance of any testimony to be given by such witnesses, if any. The pertinent addresses are as follows:

Court:

Hon. Marvin E. Aspen
United States District Court
Northern District of Illinois
219 S. Dearborn Street
Chicago, IL 60604

Class Counsel:

Kelly M. Dermody
Lief Cabraser Heimann & Bernstein LLP
Embarcadero Center West
275 Battery Street, Suite 3000
San Francisco, CA 94111

Rachel Geman
Lief Cabraser Heimann & Bernstein LLP
250 Hudson Street
8th Floor
New York, NY 10013

Gary Klein
Shennan Kavanagh
Roddy Klein & Ryan
727 Atlantic Avenue, 2nd Floor
Boston, MA 02111

Jill Bowman
James Hoyer et. al.
One Urban Centre, Suite 550
4830 West Kennedy Blvd.
Tampa, FL 33609-2589

Ameriquet Defendants' Attorneys:

Bernard E. LeSage
Buchalter Nemer, A Professional Corporation
1000 Wilshire Blvd., Suite 1500
Los Angeles, CA 90017

Any Class Member who does not comply with these requirements will be deemed to have waived such objection, and will be forever foreclosed from making any objection to the proposed Settlement.

10. WHERE CAN I FIND ADDITIONAL INFORMATION?

This Notice contains only a summary of the terms of the proposed Settlement. You may find the complete Settlement Agreement, the Distribution Plan and other information at www.AmeriquetMDLSettlement.com.

Updates will be posted on the Settlement Administrator's website at www.AmeriquetMDLSettlement.com as information about the settlement process becomes available. Obtaining final settlement approval and accurately reviewing the filed claims and exclusions is a slow process. Please be patient.

PLEASE DO NOT CONTACT THE COURT OR THE CLERK'S OFFICE,
OR AMERIQUEST OR AMERIQUEST'S ATTORNEYS CONCERNING THIS CASE.

BY ORDER OF THE COURT

Date: January 8, 2010

/s/ Marvin E. Aspen
Judge, United States District Court

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS**

IN RE AMERIQUEST MORTGAGE CO.
MORTGAGE LENDING PRACTICES
LITIGATION

MDL No. 1715

Lead Case No. 05-cv-07097

Centralized before the
Honorable Marvin E. Aspen

08-13555

**THIS IS LEGAL NOTICE OF A CLASS ACTION SETTLEMENT INVOLVING
MORTGAGE LOANS MADE OR SERVICED BY AMERIQUEST, ARGENT OR ONE OF
THEIR AFFILIATES ON OR AFTER DECEMBER 14, 2001.**

A federal court authorized this Notice. This is not a solicitation from a law firm.

Una copia de este aviso está disponible en español en
www.AmeriquetMDLSettlement.com. Usted puede también obtener una copia
escrita de este aviso en español si se comunicó con el administrador por
teléfono, 1-877-872-3812.

THE SETTLEMENT COVERS MORTGAGE LOANS MADE BY AMERIQUEST MORTGAGE
COMPANY, AMC MORTGAGE SERVICES, INC., BEDFORD HOME LOANS, INC. LTD.
& COUNTRY CREDIT CORPORATION, OLYMPUS MORTGAGE COMPANY, AND AMGE
MORTGAGE COMPANY, LLC. (IN THIS NOTICE, THIS GROUP OF COMPANIES
CALLED "AMERIQUEST.") YOU ARE GETTING THIS NOTICE BECAUSE, ACCORDING
TO AMERIQUEST'S RECORDS, YOU ARE A CLASS MEMBER WHO IS AFFILIATED
WITH THIS SETTLEMENT.

Your Legal Rights and Options in This Settlement:

File a Claim	If you file a claim by March 9, 2010 and the claim is determined to be valid, you will be entitled to receive a payment from the Settlement Fund. More information about the Settlement Fund is provided in section 5A below. You will also release your claims. More information about the release is provided in section 5B below. Instructions for filing a claim are on the Claim Form attached to this Notice and in section 7 below.
Exclude Yourself	If you choose to exclude yourself from the Settlement, you must do so by February 22, 2010. You will not receive payments from the Settlement Fund. This is the only option that allows you to retain the claims you have against Ameriquet and to pursue your claims in another case at your own cost and expense. More information about excluding yourself from the Settlement is provided in section 8 below.
Object	If you wish to object to the Settlement, you must meet the requirements for objections described below by February 22, 2010. You (or your attorney) may also appear in Court provided you file a timely objection and a notice of appearance. More information about objecting to the Settlement is provided in section 9 below.
Do Nothing	If you do nothing, you will release claims against Ameriquet, but you will not receive a payment from the Settlement Fund. However, you will still be eligible to receive foreclosure prevention counseling. More information about the release is provided in section 5B below.

This Notice answers the following questions:

1. Why should I read this Notice?
2. What is this lawsuit about?
3. What are the Classes?
4. How do I know if I am a Class Member?
5. What are the terms of the Settlement?
6. Why are Plaintiffs' attorneys recommending this Settlement?
7. What are the procedures for participating in the Settlement?
8. What if I don't want to participate in the Settlement?
9. What are the procedures relating to Court review and approval of the Settlement?
10. How can I object?
10. Where can I find additional information?

1. WHY SHOULD I READ THIS NOTICE?

This Notice is given pursuant to an Order of the United States District Court for the Northern District of Illinois (the "Court"), dated December 8, 2009. The purpose of this Notice is to inform you of the Settlement of a Class Action, entitled *In Re Ameriquest Mortgage Co. Mortgage Lending Practices Litigation*, MDL No. 1715, Lead Case No. 05-cv-07097 (the "Action"), which concerns residential mortgage loans in the United States originated or serviced by the following entities (collectively, "Ameriquest"): Ameriquest Mortgage Company; AMC Mortgage Services, Inc. (FKA Bedford Home Loans, Inc.); Town & Country Credit Corporation; Olympus Mortgage Company (NKA Bedford Home Loans, Inc.); and Argent Mortgage Company, LLC.

The Settlement is subject to final approval by the Court. If the Court grants final approval, the Settlement will result in: (1) the distribution of money and other relief to the Classes (as described below); and (2) the dismissal of the Action and the release of claims (as described below) against Ameriquest and other related entities and individuals as defined below.

This Notice is not intended to be, and should not be construed as, an expression of any opinion by the Court about the merits of the claims or defenses of any party to the Action.

2. WHAT IS THIS LAWSUIT ABOUT?

The Class Action lawsuit was brought against Ameriquest for alleged improper mortgage lending and mortgage loan servicing activities in violation of numerous federal and state laws, including the Truth in Lending Act ("TILA"), breach of contract, unjust enrichment, and state Consumer Protection and Deceptive Trade Practices Acts. Ameriquest denies all allegations made against it, denies that its lending or loan servicing practices violated any law, and denies that it financially harmed any of its customers.

3. WHAT ARE THE CLASSES?

There are five (5) Classes. You are a Class Member if you fall into *any* of these Classes. *You received this Notice because Ameriquest's records show that you are a member of at least one Class.* The following is a summary of the Classes.

Note: If you received a payment in the 2006 Settlement between 49 state Attorneys General and Ameriquest or if you released your claims in a prior case against Ameriquest, you are excluded from all of the Classes in this Settlement.

CLASS ONE: TILA RESCISSION CLASS

The TILA Rescission Class is a nationwide class of borrowers who at any time on or after February 8, 2003, (or, for residents of Massachusetts, at any time on or after February 8, 2002) have actually requested rescission in writing of their loans pursuant to applicable provisions of the Truth in Lending Act or state disclosure laws on or before December 8, 2009.

CLASS TWO: BAIT AND SWITCH CLASS

The Bait and Switch Class is a nationwide class of borrowers who meet one or more of the following criteria:

- (i) loan records establish a final disclosed annual percentage rate that is at least 0.9% higher (as calculated pursuant to TILA) than the disclosed annual percentage rate (calculated pursuant to TILA) contained in preclosing written disclosures made to the borrower;
- (ii) loan records establish that the borrower received a loan containing a prepayment penalty, but preclosing written disclosures made to the borrower described a loan without a prepayment penalty; or
- (iii) loan records establish that the borrower received a loan containing a variable interest rate, but preclosing written disclosures made to the borrower described a loan containing a fixed rate.

CLASS THREE: DISCOUNT POINTS CLASS

The Discount Points Class is a nationwide class of borrowers who either entered into a loan (i) made after December 14, 2001, and before February 3, 2003, on which they had paid discount points in *any* amount; or (ii) made on or after February 3, 2003 on which they had to pay at least *three* discount points.

CLASS FOUR: WHOLESALE BORROWER CLASS

The Wholesale Borrower Class is a nationwide class of borrowers who paid an amount constituting more than 3% of their funded loan amount in settlement charges to Ameriquest or a mortgage broker.

CLASS FIVE: LOAN SERVICING CLASS

The Loan Servicing Class is a nationwide class of borrowers who paid Ameriquest default and delinquency fees or costs in an amount in excess of a total of \$1,000. These fees and costs include fees listed in Ameriquest's records as late fees, legal fees, phone calls, non sufficient fund (NSF) fees, bad check non sufficient fund (NSF) fees, appraisal/inspection fees, and recoverable corporate advance fees.

¹ These settlements include: Ricci v. Ameriquest Mortgage Co., Civil File Case No. 05-2546 (State of Minnesota, Hennepin County) and Pierce v. Ameriquest, Judicial Council Coordination Proceeding No. 4:162 (Superior Court of the State of California, San Mateo County).

4. **HOW DO I KNOW IF I AM A CLASS MEMBER?**

You are receiving this Notice because, according to Ameriquest's records, Ameriquest originated and/or serviced your loan during the Class Period (which is from December 14, 2001, to the present unless otherwise stated) and because its records indicate that you fall into at least one of the Classes summarized above.

5. **WHAT ARE THE TERMS OF THE SETTLEMENT?**

After more than three years of hard-fought litigation followed by two years of intensive mediation with an experienced retired judge acting as a third-party mediator, the parties have reached a Settlement Agreement on the following terms:

A. **Settlement Fund**

The Settlement provides a monetary fund of \$22 Million ("Settlement Fund"), which will be used for (1) Settlement Payments to Class Members, (2) Foreclosure Prevention Services, (3) Notice and Claims Administration Costs, (4) Service Payments to the plaintiffs who brought these lawsuits (the "Class Representatives"), and (5) Attorneys' Fees and Costs approved by the Court. Each item is described more fully below.

1. **Settlement Payments**

After payments of other items covered by the Settlement, the entire balance of the fund will be divided, according to a formula, among Class Members who file timely valid claims. A Claim Form is included with this Notice. Please follow the instructions carefully and submit the form no later than March 9, 2010 if you wish to be paid. If you do not file a timely valid claim, you will not be paid. As explained below, you can submit your claim by mail or online or by facsimile at 1-866-590-8535.

The amount of your payment will be determined by a formula that is contained in the Distribution Plan included with the Settlement Agreement. The formula is based on expert evaluation of data contained in Ameriquest's records. In general, the formula is designed to reflect the amount of average potential harm associated with the claims of each Class adjusted for the legal strengths and weaknesses of those claims.

You will be entitled to a payment for the harm associated with each Class for which you are a member. Your payment will be based on the number of points assigned to your claim in relation to the total number of points of all claimants. There are more than 700,000 Class Members. Because we do not know how many claims will be filed or how many points will ultimately be assigned, we cannot accurately tell you the size of your likely Settlement Payment. Although you can receive more information about the Settlement Agreement and the Distribution Plan (see section 10, below), the Settlement Administrator will not be able to answer inquiries about the exact amount of your payment until shortly before payments are made.

2. **Foreclosure Prevention Services**

In addition to Settlement Payments, \$200,000 of the Settlement Fund will be used to provide foreclosure prevention counseling services to eligible Class Members. Eligible Class Members are those who still have a loan originated by Ameriquest, regardless of what company is currently servicing your loan. Plaintiffs have designated Neighborhood Housing Services of Chicago ("NHS") to provide foreclosure prevention counseling to such eligible Class Members. These services will be available to eligible Class Members if and when the Settlement becomes effective (see 9 below).

Once the Settlement is final, eligible Class Members will be able to access the foreclosure prevention counseling by contacting NHS at 1-866-690-8662. Counseling will be on a first come-first served basis until funding for the program is fully expended or until one year from the date of settlement approval, whichever is earlier. You may access this benefit whether or not you file a claim.

3. **Donation of Amounts Left Over in the Settlement Fund to Charities**

Any amounts left over in the Settlement Fund (uncashed checks, for example) will be donated to one or more charities that serve similar populations to Ameriquest borrowers. The charities will be selected by Ameriquest and approved by Plaintiffs.

4. **Plaintiffs' Litigation Costs and Fees**

The Court will determine what fees to award to the attorneys who have brought these actions. Plaintiffs intend to apply for attorneys' fees and costs in an amount not to exceed \$7.33 million. The attorneys expect to show that they have expended more than that amount in time and costs on this litigation. The attorneys' fees and costs awarded by the Court will be paid from the Settlement Fund.

5. **Service Payments**

The Court will determine what Service Payment to make to the Class Representatives in these actions. Plaintiffs intend to apply for fees and costs from the Settlement Fund in an amount not to exceed \$7,500 per Class Representative household. Service payments awarded by the Court will be paid from the Settlement Fund.

B. **Release By Class Members**

The following is a summary of the Release. A complete description of the release can be found in the Settlement Agreement. See section 10, below.

Unless you opt out of the Settlement, in exchange for the consideration provided pursuant to this Settlement, you will release all known or unknown claims against Ameriquest and related parties. Related parties include owners, executives, officers, investors and attorneys working for Ameriquest as well as affiliated companies. Despite the release, you will retain your right to bring defenses to any foreclosure claim on an Ameriquest loan, except that those defenses cannot result in an affirmative award of damages to you.

Ameritrust has reserved the right to terminate the Settlement in certain circumstances. If events occur that give Ameritrust the right to terminate the Settlement and it exercises that right, there will be no Final Approval Hearing and the litigation will continue. In the event of termination, information will be posted on the Settlement Administrator's website. (See section 10, below.)

6. WHY ARE PLAINTIFFS' ATTORNEYS RECOMMENDING THIS SETTLEMENT?

Class Counsel recommends this Settlement because it provides real, substantial monetary and equitable benefits to the Classes, and the additional value provided by Ameritrust's payment of attorneys' fees, costs, notice, and administration. This case has been extensively prosecuted for more than five years — following a period of very active and hard-fought litigation, the parties engaged in extensive and also hard-fought mediation. Based on the litigation so far and in the judgment of Class Counsel, who have extensive experience in such litigation, the Settlement is fair and reasonable in light of the risks, difficulties, delays, and uncertainties of trial and appeal. In particular, at trial, the Class would have had the burden of proof to establish liability and entitlement to relief. Even if the Class obtained a favorable judgment at trial, there was a known risk that Ameritrust would file an appeal, resulting in a delay of payment to the Class, and/or the potential that the trial judgment would be reversed, or the amount of monetary relief to be paid to the Class reduced.

Class Counsel also recommends the Settlement because Ameritrust, like many other subprime lenders, went out of business during the litigation. Ameritrust has transferred all of its interest in almost all of the loans in question. Even if the Class had prevailed, based on the current and expected future financial condition of Ameritrust, there is the material risk that Ameritrust would not have had the resources to satisfy such a judgment. Under the Settlement described above, Class Members will receive substantial benefits that are both immediate and certain, thus avoiding the many obstacles that might have prevented them from obtaining relief through trial.

7. WHAT ARE THE PROCEDURES FOR PARTICIPATING IN THE SETTLEMENT?

If you wish to participate in the Settlement, **you must complete and submit the accompanying Claim Form** in accordance with the instructions provided on that form no later than **March 9, 2010**. If you submit the claim form by mail it must be postmarked by **March 9, 2010**. You may also complete and submit your Claim Form online by visiting www.AmeritrustMDLSettlement.com, or by facsimile at 1-866-590-8535 no later than **March 9, 2010**.

If you are eligible to receive money, but do not mail, fax or electronically submit your Claim Form on time, **you will be barred** from sharing in the distribution of the Settlement Fund, but will nonetheless be subject to the Release, unless you have opted out as described in Section 8, below.

8. WHAT IF I DON'T WANT TO PARTICIPATE IN THE SETTLEMENT?

If you wish, you can exclude yourself from the Class Settlement ("opt out"). **If you choose to opt out, you will not receive any benefit through the Settlement, and you will not be bound by the Final Order and Judgment which may be entered dismissing this lawsuit against Ameritrust.** You would then be free to pursue whatever legal rights you may have by pursuing your own lawsuit against Ameritrust at your own cost and expense.

To opt out, you must send a Request for Exclusion by first class mail, postage prepaid, to: Ameritrust MDL Settlement Administrator at P.O. Box 2278, Faribault, MN 55021-2413. Your Request for Exclusion must be in writing and postmarked by **February 22, 2010**. To be effective, a Request for Exclusion must include: (1) the name of this Class Action (*Ameritrust Mortgage Co. Mortgage Lending Practices Litigation*, MDL No. 1715, 181 Case No. 05-cv-07097); (2) your name, address, and telephone number; (3) a statement that you wish to be excluded from this Class Action. Note that you may not exclude any other person, including your co-borrowers, or any class of individuals from the Settlement.

If the Request for Exclusion is not timely submitted and you are a Class Member, you will be automatically included in the Class and will be legally bound by the proposed Settlement, including its Release provisions. *You may not submit a Claim Form and also exclude yourself from the Settlement.*

9. WHAT ARE THE PROCEDURES RELATING TO COURT REVIEW AND APPROVAL OF THE SETTLEMENT? HOW CAN I OBJECT?

A hearing will be held on April 15, 2010, at 10:30 a.m. before the Honorable Marvin E. Aspen, Judge of the United States District Court for the Northern District of Illinois, located at 219 S. Dearborn Street, Chicago, IL 60604, in Courtroom #2658 (the "Fairness Hearing").

The purpose of the Fairness Hearing is to determine, among other things, (1) whether the terms of the Settlement are fair, reasonable, and adequate; (2) whether the application of Class Counsel for an award of attorneys' fees and costs should be approved and, if so, in what amount to be awarded; (3) whether the Class Representatives' application for an award of service payments should be approved; and (4) whether a Final Order and Judgment should be entered dismissing this Class Action with prejudice and on the merits against the Class Representatives and all members of the Class (except for those persons who timely and properly request to be excluded from the Settlement). The Court has the power to adjourn or reschedule the Fairness Hearing from time to time without further notice of any kind.

There is no need for you to attend the Fairness Hearing if you wish to participate in the proposed Settlement, as Plaintiffs' attorneys will represent your rights.

Objections/Appeals in Court

Any Class Member who has not provided a timely written request for exclusion and who wishes to object to the proposed Settlement must provide to Class Counsel and Ameritrust's attorneys, and file with the Court, no later than **February 22, 2010**, a statement specifically describing his/her objection, together with any legal support the Class Member wishes to bring to the Court's attention and any evidence the Class Member wishes to introduce in support of the objection.

Any Class Member and/or his/her attorney who intends to make an appearance in court at the Fairness Hearing must, no later than February 22, 2010 or as the Court may otherwise direct, both (1) file a notice of appearance with the Clerk of the Court and (2) serve a copy of the notice of appearance on Plaintiffs' attorneys and Ameritrust's attorneys. All such objections, papers, and briefs shall expressly refer to the name of this Class Action as it appears at the top of this Notice, as well as to the Honorable Marvin E. Aspen and the case number. All written objections must clearly identify the name and address of the Class Member making the objection, and must provide documentation demonstrating that the person making the objection is in fact a Class Member. All written objections also must

**SUMMONS
(CITATION JUDICIAL)
UNLAWFUL DETAINER - EVICTION
(RETENCIÓN ILÍCITA DE UN INMUEBLE - DESALOJO)**

NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):
AMI BROWN, and DOES 1-5

YOU ARE BEING SUED BY PLAINTIFF:
(LO ESTÁ DEMANDANDO EL DEMANDANTE):
PROPERTY ASSET MANAGEMENT, INC.

SUM-130

FOR COURT USE ONLY
(SOLAMENTE PARA USO DE LA CORTE)

You have 5 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. (To calculate the five days, count Saturday and Sunday, but do not count other court holidays. If the last day falls on a Saturday, Sunday, or a court holiday then you have the next court day to file a written response.) A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. NOTE: The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case.

Tiene 5 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. (Para calcular los cinco días, cuente los sábados y los domingos pero no los otros días feriados de la corte. Si el último día cae en sábado o domingo, o en un día en que la corte esté cerrada, tiene hasta el próximo día de corte para presentar una respuesta por escrito). Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services (www.lawhelpcalifornia.org) en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. AVISO: Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 o más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desear el caso.

"BY FAX"

1. The name and address of the court is:
(El nombre y dirección de la corte es):
SUPERIOR COURT OF CALIFORNIA, COUNTY OF ALAMEDA
1225 FALLON STREET
OAKLAND, CA 94612
RENE C. DAVIDSON COURTHOUSE LIMITED CIVIL CASE

CASE NUMBER
(Número del caso): **PC09481107**

2. The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):
DAVID R. ENDRES, APC (CA Bar No. 123584) (530) 750-3700
THE ENDRES LAW FIRM, A PROFESSIONAL CORPORATION (530) 750-3344
2121 2ND STREET, SUITE C105
DAVIS, CA 95618
3. (Must be Answered in all cases) An unlawful detainer assistant (Bus. & Prof. Code, §§6400-6415) ☒ did not ☐ did for compensation give advice or assistance with this form. (If plaintiff has received any help or advice for pay from an unlawful detainer assistant, complete item 6 on the next page.)

Date: **OCT 26 2009** **Pat S. Sweeten**
(Fecha)

Clerk, by **Tasha Perry** Deputy
(Secretario) (Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)
(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

5. NOTICE TO THE PERSON SERVED: You are served

a. ☐ as an individual defendant.

b. ☐ as the person sued under the fictitious name of (specify):

c. ☐ as an occupant of ALL UNKNOWN OCCUPANTS

d. ☒ on behalf of (specify):

under: ☐ CCP 416.10 (corporation)

☐ CCP 416.20 (defunct corporation)

☐ CCP 416.40 (association or partnership)

☐ CCP 416.46 (occupant)

e. ☐ by personal delivery on (date):

☐ CCP 416.60 (minor)

☐ CCP 416.70 (conservatee)

☐ CCP 416.90 (authorized person)

☐ other (specify):

COPY

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): DAVID R. ENDRES, APC (CA Bar No. 123564) THE ENDRES LAW FIRM 2121 2ND STREET, SUITE C105 DAVIS, CA 95618 TELEPHONE NO.: (530) 750-3700 FAX NO.: (530) 750-3344 ATTORNEY FOR (Name): PLAINTIFF		FOR COURT USE ONLY CM-010 COT 2 CLERK OF COURT W. H. HARRIS, JR.	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF ALAMEDA STREET ADDRESS: 1225 FALLON STREET MAILING ADDRESS: SAME CITY AND ZIP CODE: OAKLAND, CA 94612 BRANCH NAME: RENE C. DAVIDSON COURTHOUSE LIMITED CIVIL CASE			
CASE NAME: PROPERTY ASSET MANAGEMENT INC. v. AMI BROWN, and DOES 1-5			
CIVIL CASE COVER SHEET <input type="checkbox"/> Unlimited (Amount demanded exceeds \$25,000) <input checked="" type="checkbox"/> Limited (Amount demanded is \$25,000 or less)		Complex Case Designation <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)	
		CASE NUMBER: REG 09481107 JUDGE: DEPT:	

Items 1-6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:

Auto Tort <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) Other P/IPD/WD (Personal Injury/Property Damage/Wrongful Death) Tort <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other P/IPD/WD (23) Non-P/IPD/WD (Other) Tort <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-P/IPD/WD tort (35) Employment <input type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	Contract <input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) Real Property <input type="checkbox"/> Eminent domain/inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) Unlawful Detainer <input type="checkbox"/> Commercial (31) <input checked="" type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) Judicial Review <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403) <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) Enforcement of Judgment <input type="checkbox"/> Enforcement of judgment (20) Miscellaneous Civil Complaint <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) Miscellaneous Civil Petition <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)
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2. This case ☐ is ☒ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- a. ☐ Large number of separately represented parties d. ☐ Large number of witnesses
- b. ☐ Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve e. ☐ Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
- c. ☐ Substantial amount of documentary evidence f. ☐ Substantial postjudgment judicial supervision
3. Remedies sought (check all that apply): a. ☒ monetary b. ☒ nonmonetary; declaratory or injunctive relief c. ☐ punitive
4. Number of causes of action (specify): ONE
5. This case ☐ is ☒ is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: OCTOBER 22, 2009

DAVID R. ENDRES, APC

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

PLAINTIFF (Name): PROPERTY ASSET MANAGEMENT INC.	CASE NUMBER:
DEFENDANT (Name): AMI BROWN	

6. c. ☒ The defendants not named in item 6a are

(1) ☐ subtenants.

(2) ☐ assignees.

(3) ☒ other (specify): ALL UNKNOWN OCCUPANTS

d. ☐ The agreement was later changed as follows (specify):

e. ☐ A copy of the written agreement, including any addenda or attachments that form the basis of this complaint is attached and labeled Exhibit 1. (Required for residential property, unless item 6f is checked. See Code Civ. Proc., § 1166.)

f. ☒ (For residential property) A copy of the written agreement is not attached because (specify reason):

(1) ☒ the written agreement is not in the possession of the landlord or the landlord's employees or agents.

(2) ☐ this action is solely for nonpayment of rent (Code Civ. Proc., § 1161(2)).

7. ☒ a. Defendant (name each): AMI BROWN, ALL UNKNOWN OCCUPANTS

was served the following notice on the same date and in the same manner:

(1) ☒ 3-day notice to pay rent or quit

(4) ☐ 3-day notice to perform covenants or quit

(2) ☐ 30-day notice to quit

(5) ☐ 3-day notice to quit

(3) ☐ 60-day notice to quit

(6) ☐ Other (specify):

b. (1) On (date): OCTOBER 15, 2009

the period stated in the notice expired at the end of the day.

(2) Defendants failed to comply with the requirements of the notice by that date.

c. All facts stated in the notice are true.

d. ☒ The notice included an election of forfeiture.

e. ☒ A copy of the notice is attached and labeled Exhibit 2. (Required for residential property. See Code Civ. Proc., § 1166.)

f. ☐ One or more defendants were served (1) with a different notice, (2) on a different date, or (3) in a different manner, as stated in Attachment 8c. (Check item 8c and attach a statement providing the information required by items 7a-e and 8 for each defendant.)

8. a. ☒ The notice in item 7a was served on the defendant named in item 7a as follows:

(1) ☐ by personally handing a copy to defendant on (date):

(2) ☐ by leaving a copy with (name or description):

a person of suitable age and discretion, on (date):

at defendant's

☐ residence ☐ business AND mailing a copy to defendant at defendant's place of residence on

(date): because defendant cannot be found at defendant's residence or usual place of business.

(3) ☒ by posting a copy on the premises on (date): OCTOBER 10, 2009

☒ AND giving a copy to a person found

residing at the premises AND mailing a copy to defendant at the premises on

(date): OCTOBER 10, 2009

(a) ☐ because defendant's residence and usual place of business cannot be ascertained OR

(b) ☒ because no person of suitable age or discretion can be found there.

(4) ☐ (Not for 3-day notice; see Civil Code, § 1946 before using) by sending a copy by certified or registered mail addressed to defendant on (date):

(5) ☐ (Not for residential tenancies; see Civil Code, § 1953 before using) in the manner specified in a written commercial lease between the parties.

b. ☐ (Name):

was served on behalf of all defendants who signed a joint written rental agreement.

c. ☐ Information about service of notice on the defendants alleged in item 7f is stated in Attachment 8c.

d. ☒ Proof of service of the notice in item 7a is attached and labeled Exhibit 3.

"BY FAX"

VERIFICATION


I, the undersigned, declare:

I have read the foregoing Verified Complaint For Unlawful Detainer and know its contents.

I am the attorney or one of the attorneys for PROPERTY ASSET MANAGEMENT NC, a party to this action. Such is absent from the county where I or such attorneys have their offices and is unable to verify the document described above. For that reason, I am making this verification for and behalf of that party. I am informed and believe and on that basis allege that the matters stated in said document are true and correct.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this 22ND day of October, 2009, at Davis, California.

By: 
David R. Endres, Attorney at Law

BY FAX

PROOF OF SERVICE

I, the undersigned, declare that I served the Notice(s) below indicated:
Three Day Notice to Pay Rent or Quit

The above described Notice(s) were served on the following named parties in the manner set forth below:

NAME: **AMI BROWN**

ADDRESS: **1054 10TH Street, OAKLAND, CA 94607**

☐ 1. PERSONAL SERVICE

By delivering a copy of the Notice(s) to each of the above personally:

(1) on:

(2) at:

☒ 2. CONSTRUCTIVE SERVICE

After due and diligent effort, by service of said Notice(s) as authorized by C.C.P. Section 1162 (2,3) on each of the above named parties in the manner set forth below:

☒ By posting a copy for each of the above named parties on 10/10/2009 at 7:50 AM in a conspicuous place on the property;

☒ and thereafter mailing a copy to each said party by depositing said copies in the United States mail on (date): **October 10th, 2009**, from (city): **OAKLAND, CA**, in a sealed envelope with postage fully prepaid, addressed to each said party at their place where the property is situated or,

☐ a declaration of mailing is attached.

At the time of service, I was at least 18 years of age. I declare under penalty of perjury that the foregoing is true and correct.

Person who served papers

a. Name: **Granville Smith**
b. Address: **304 12th St, Suite 4A, Oakland, CA 94607**
c. Telephone number: **510-832-0701**
d. The fee for service was: **\$89.50**

e. I am:

- (1) ☐ not a registered California process server.
(2) ☐ exempt from registration under Business and Professions Code section 22350(b).
(3) ☒ registered California process server:

- (i) ☐ owner ☐ employee ☒ independent contractor
(ii) ☒ Registration No.: **1014**
(iii) ☒ County: **Alameda**

☒ I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

or

☐ I am a California sheriff or marshal and I certify that the foregoing is true and correct.

Date: **10/10/2009**

Granville Smith

(NAME OF PERSON WHO SERVED PAPERS/SHERIFF OR MARSHAL)

Granville Smith

(SIGNATURE)

PROOF OF SERVICE

Page 1 of 1

Order No: **6111002 SEA FIL**



Exhibit 3

PLAINTIFF (Name): PROPERTY ASSET MANAGEMENT INC.	CASE NUMBER:
DEFENDANT (Name): AMI BROWN, and DOES 1-5	

NOTICE: If you fail to file this claim, you will be evicted without further hearing.

11. (Response required within five days after you file this form) I understand that I will have five days (excluding court holidays) to file a response to the Summons and Complaint after I file this Prejudgment Claim of Right to Possession form.

12. Rental agreement. I have (check all that apply to you):

- a. ☐ an oral rental agreement with the landlord.
- b. ☐ a written rental agreement with the landlord.
- c. ☐ an oral rental agreement with a person other than the landlord.
- d. ☐ a written rental agreement with a person other than the landlord.
- e. ☐ other (explain):

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

WARNING: Perjury is a felony punishable by imprisonment in the state prison.

Date:

(TYPE OR PRINT NAME)

(SIGNATURE OF CLAIMANT)

NOTICE: If you file this claim of right to possession, the unlawful detainer (eviction) action against you will be determined at trial. At trial, you may be found liable for rent, costs, and, in some cases, treble damages.

"BY FAX"

- NOTICE TO OCCUPANTS -

YOU MUST ACT AT ONCE if all the following are true:

1. You are NOT named in the accompanying Summons and Complaint.
2. You occupied the premises on or before the date the unlawful detainer (eviction) complaint was filed. (The date is the court filing date on the accompanying Summons and Complaint.)
3. You still occupy the premises.

(Where to file this form) You can complete and SUBMIT THIS CLAIM FORM WITHIN 10 DAYS from the date of service (on the reverse of this form) at the court where the unlawful detainer (eviction) complaint was filed.

(What will happen if you do not file this form) If you do not complete and submit this form (and pay a filing fee or file the form for proceeding in forma pauperis if you cannot pay the fee), YOU WILL BE EVICTED.

After this form is properly filed, you will be added as a defendant in the unlawful detainer (eviction) action and your right to occupy the premises will be decided by the court. If you do not file this claim, you will be evicted without a hearing.

PROOF OF SERVICE

I, the undersigned, declare that I served the Notice(s) below indicated:
Three Day Notice to Pay Rent or Quit

The above described Notice(s) were served on the following named parties in the manner set forth below:

NAME: **ALL PERSONS IN POSSESSION, C/O AMI BROWN**
ADDRESS: **1054 10TH Street, OAKLAND, CA 94607**

☐ 1. PERSONAL SERVICE

By delivering a copy of the Notice(s) to each of the above personally:

(1) on:

(2) at:

☒ 2. CONSTRUCTIVE SERVICE

After due and diligent effort, by service of said Notice(s) as authorized by:
C.C.P. Section 1162 (2,3) on each of the above named parties in the
manner set forth below:

☒ By posting a copy for each of the above named parties on **10/10/2009** at **7:50 AM** in a conspicuous place
on the property;

☒ and thereafter mailing a copy to each said party by depositing said copies in the United States mail on
(date): **October 10th, 2009**, from (city): **OAKLAND, CA**, in a sealed envelope with postage fully prepaid,
addressed to each said party at their place where the property is situated or,

☐ a declaration of mailing is attached.

At the time of service, I was at least 18 years of age. I declare under penalty of perjury that the foregoing is true and correct.

Person who served papers

a. Name: **Granville Smith**
b. Address: **304 12th St, Suite 4A, Oakland, CA 94607**
c. Telephone number: **510-832-0701**
d. The fee for service was: \$
e. I am:

- (1) ☐ not a registered California process server.
(2) ☐ exempt from registration under Business and Professions Code section 22350(b).
(3) ☒ registered California process server;

(i) ☐ owner ☐ employee ☒ independent contractor
(ii) ☒ Registration No.: **1014**
(iii) ☒ County: **Alameda**

☒ I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.
or

☐ I am a California sheriff or marshal and I certify that the foregoing is true and correct.

Date: **10/10/2009**

Granville Smith

(NAME OF PERSON WHO SERVED PAPERS/SHERIFF OR MARSHAL)


(SIGNATURE)

PROOF OF SERVICE

Page 1 of 1

Order No. 6111002 SEA FIL



"BY FAX"

April 11, 2008

**PITE
DUNCAN
LLP**

San Diego

Steven W. Pite CA 94104
John H. Duncan CA 94104
Peter J. Salzman
CANDIDATE
David E. McAllister
AZ CA 85001-1502

Michelle A. Alvarado CA
Katherine L. Stanford
AZ CA 85004
Josephine E. Salzman
AZ CA 85001
Laurel J. Handley
AZ CA 85001
David H. Gamm CA 92107
Eddie K. Juncos CA 92107
Adam B. Arnold CA
David L. Hembree CA 94104
Susan L. Peill AZ CA 85004
Douglas A. Toleno AZ CA
Amanda M. Lorenz AZ
Melissa L. Carter TX
Alison J. Milost CA
Christopher R. Clinch
AZ CA
Chong M. Nguyen CA
Casper J. Rankin CA
Anne L. Warner CA
Charles A. Coercia CA
Michelle A. Whitten CA
Brian A. Paine CA 94104
Christopher M. McAllister
CA

Mailing Address:
P.O. Box 12289
El Cajon, CA
92022-2189

Overnight Delivery
525 E. Main Street
El Cajon, CA 92020

Contact Nos.
Ph. (619) 590-1300
Fax. (619) 590-1385

Orange County

Steven J. Meimet CA

Bruce J. Oulligan CA
Kerry W. Francis CA
Blaine J. Muecke CA
Bryan T. Brown TX

1820 E. First St., Ste. 420
Santa Ana, CA 92703
Ph. (714) 285-2633
Fax. (714) 285-2663

Khari Clemens
All Occupants of the Premises
1056 10th Street
Oakland, CA 94607

RE: Rent Payments

Dear Occupant:

Please be advised that a foreclosure sale took place on the above-referenced property on July 18, 2007. As a result of the foreclosure sale, Property Asset Management Inc. is now the owner of the property (enclosed please find a copy of the recorded Trustee's Deed Upon Sale). If you occupy the property as a tenant or subtenant, you may under certain circumstances have the option of remaining as a tenant or subtenant, as long as you continue to make your rental payments timely and comply with the provisions of your lease or rental agreement. If you fall under certain guidelines, we also may be able to offer a "cash for keys" incentive in exchange for your voluntary move out. If you are not a tenant or subtenant, in accordance with local rent control laws, you may be subject to eviction. You may want to confer with your own legal advisor to determine what your legal rights may be.

To help us determine your status as a tenant or a subtenant, PLEASE PROVIDE THIS OFFICE WITH THE FOLLOWING INFORMATION WITHIN TEN (10) DAYS OF THE DATE OF THIS LETTER.

- I. Current names of all tenants or subtenants occupying the premises.
- II. Copy of your lease or rental agreement under which you claim the right to occupy the premises.
- III. Amount of your monthly rental payment as per your rental agreement.
- IV. Proof of your rent payment (i.e., receipts, cancelled checks, Money order receipts, etc. indicating rent paid).
- V. Work and home telephone number.
- VI. Mailing address if different from the above address.

If you want to remain living in the premises - What you need to do: If you qualify for the protections of the Oakland Rent Stabilization Ordinance, you need to do the following:

1. Please mail to the address below, for the new owner's benefit, your first rent payment. Please send a certified check or money order. Make the checks payable to Pite Duncan, LLP Trust Account.
2. To determine how much you need to pay, look at the first date your rent was due after (the foreclosure date) and count the number of payments due through the first day of this month.
3. To remain as a tenant or subtenant, you must also continue to make your payments timely to the new owners. Your rent will be due and payable by the 1st of every month, beginning with the Payment due on May 1, 2008.
4. Your payments should be sent directly to the following address:

Attorneys licensed to practice in Alaska, Arizona, California, Hawaii,
Idaho, Nevada, New York, Oregon, Texas, Utah and Washington
See above or visit www.piteduncan.com re individual attorney admissions.

NOTIFICATION TO OCCUPANT(S) CONCERNING THE PROPERTY LOCATED AT

1056 10TH STREET
OAKLAND, CA 94607

TO: UNKNOWN, AND ALL PERSONS WHO ARE IN THE POSSESSION OF AND OCCUPY THE
REAL PROPERTY AT THE ABOVE ADDRESS:

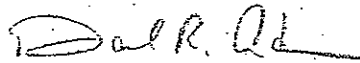
YOU ARE HEREBY NOTIFIED that on, July 18, 2007, Property Asset Management, Inc. took ownership of the above-referenced property through foreclosure. Property Asset Management, Inc., has retained HAL HUTCHENS, its agent, to manage the property.

YOU ARE FURTHER NOTIFIED that a representative from HAL HUTCHENS intends to enter the property on, Thursday February 26, 2009, at 9:00 am to inspect it in accordance with Civil Code §1954. Because the Bank acquired title to this property through foreclosure, it does not have keys to the property and it will be necessary for you to arrange to provide access to HAL HUTCHENS at that time. Please be at the front door of the property at that time or contact HAL HUTCHENS to make other arrangements for the agent to gain access in your absence. They may be reached at 510-530-8558.

Oakland has a Residential Rent Adjustment Program (Oakland Municipal Code Chapter 8.22) that regulates certain residential rents. Oakland's Residential Rent Adjustment Program Office ("Rent Program"), is located at 250 Frank H. Ogawa Plaza, 5th Floor, Suite 5313, Oakland CA 94612 - (510) 238-3721. The Rent Program assists property owners and tenants by administering a hearing process and offering mediation for rent increases. These services are available at the Rent Program Office. Although the Rent Program offers means for resolving disputes, tenants and owners are encouraged to talk and resolve their disputes between themselves. The Rent Ordinance and Rent Program Regulations, which provide more details on the Rent Program, are available at the Rent Office and on line at www.oaklandnet.com/government/hcd/. This notice provides limited information. For more information contact the Rent Program. See attached forms entitled, Notice to Tenants Regarding Oakland's Rent Adjustment Program and Notice Increasing Rent or Changing Terms of Tenancy.

DATED: February 20, 2009

THE ENDRES LAW FIRM



DAVID R. ENDRES, APC
(530) 750-3700

1 KAMAAL ROMON GOYENS SR No
2 ROBERT EBERWEIN
3 1853 9th Ave # 1, 2, 3, 4
4 Oakland Ca 94606-3019
5 3109 King St HA, B, C, D
6 BERKELEY, CA 94703-2451
7
8
9

10 UNITED STATES BANKRUPTCY COURT
11 NORTHERN DISTRICT OF CALIFORNIA

12 In re

Case No. 09-70509 TG
Chapter 13

13 KAMAAL ROMON GOYENS, SR.,

14 Debtor.
15 _____/

16 BANK OF NEW YORK, etc.,

17 Plaintiff,

18 vs.

19 ROBERT EBERWEIN, et al.,

20 Defendant.
21 _____/

22 ORDER ADVERSARY PROCEEDING

23 The above-captioned debtor filed a petition seeking relief
24 under chapter 13 of the Bankruptcy Code on November 3, 2009. On
25 December 4, 2009, the debtor filed an adversary cover sheet
26 accompanied by a large quantity of documents relating to various
legal proceedings in other courts. It is unclear whether the
debtor intended to commence a new proceeding or to remove various

EX PARTE APPLICATION
TO RE-OPEN ADVERSARY
PROCEEDING
A.P. No. 09-4560 AT

1 proceedings pending in other courts to this Court. In any event,
2 the debtor has to do so effectively. Moreover,
3 the debtor to pay the filing fee for the adversary
4 proceeding despite having been given notice of the necessity for
5 making this payment. Finally, the underlying bankruptcy case was
6 dismissed on December 9, 2009. Based on the foregoing, good cause
7 appearing therefor, it is hereby

8 ORDERED that the above-captioned adversary proceeding be, and
9 it hereby is, ~~dismissed~~ ~~with prejudice~~

10 END OF ORDER
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Robert Eberwein

UNITED STATES BANKRUPTCY COURT NORTHERN DISTRICT
CALIFORNIA OAKLAND

Lipman Brothers
Goldingman

#08-13555

/ Notice of Appeal Of Remand

Fee Waiver Application

I Robert Eberwein apply for fee waiver locked out of job
receiving food stamps.

Robert Eberwein

January 08, 2010

GLORIA L. FRANKLIN, CLERK
U.S. BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA

Signed: January 08, 2010

A handwritten signature in cursive script, reading "Leslie Tchaikovsky", is written over a horizontal line.

LESLIE TCHAIKOVSKY
U.S. Bankruptcy JudgeUNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA

In re

Case No. 09-70509 TG
Chapter 13

KAMAAL ROMON GOYENS, SR.,

Debtor.

BANK OF NEW YORK, etc.,

A.P. No. 09-4560 AT

Plaintiff,

vs.

ROBERT EBERWEIN, et al.,

Defendant.

ORDER DISMISSING ADVERSARY PROCEEDING

The above-captioned debtor filed a petition seeking relief under chapter 13 of the Bankruptcy Code on November 3, 2009. On December 4, 2009, the debtor filed an adversary cover sheet accompanied by a large quantity of documents relating to various legal proceedings in other courts. It is unclear whether the debtor intended to commence a new proceeding or to remove various

1 proceedings pending in other courts to this Court. In any event,
2 the debtor has failed to do either thing effectively. Moreover,
3 the debtor failed to pay the filing fee for the adversary
4 proceeding despite having been given notice of the necessity for
5 making this payment. Finally, the underlying bankruptcy case was
6 dismissed on December 9, 2009. Based on the foregoing, good cause
7 appearing therefor, it is hereby

8 ORDERED that the above-captioned adversary proceeding be, and
9 it hereby is, dismissed without prejudice.

10 END OF ORDER
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COURT SERVICE LIST

Kamaal Romon Goyens, Sr.
1853 9th Ave., #1
Oakland, CA 94606

Ryan Wallace Stocking
Miles, Bauer, Bergstron and Winters LLP
1665 Scenic Avenue #200
Costa Mesa, CA 92626

Robert Eberwein
Chakdeeannka Eberwein
1853 9th Ave., #2 & 3
Oakland, CA 94606

028880 28880 1 MB 0.379 94606 0 6 6410-1-28880



Robert Eberwein
Chakdeeannka Eberwein
1853 9th Ave., #2 & 3
Oakland, CA 94606-3019

Electronic Bankruptcy Noticing

Go Green!

Sign up for electronic notices. **FREE!**

Join the thousands of people who
have already switched.

Receive notices 24 X 7 and days
faster than through US Mail.

Try our new Email Link service.

To find out how, visit:

<http://EBN.uscourts.gov>

GLORIA L. FRANKLIN, CLERK
U.S. BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA



Signed: January 08, 2010

Leslie Tchaikovsky

LESLIE TCHAIKOVSKY
U.S. Bankruptcy Judge

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA

In re
KAMAAL ROMON GOYENS, SR.,

Case No. 09-70509 TG
Chapter 13

Debtor.

BANK OF NEW YORK, etc.,
Plaintiff,

A.P. No. 09-4560 AT

vs.

ROBERT EBERWEIN, et al.,
Defendant.

ORDER DISMISSING ADVERSARY PROCEEDING

The above-captioned debtor filed a petition seeking relief under chapter 13 of the Bankruptcy Code on November 3, 2009. On December 4, 2009, the debtor filed an adversary cover sheet accompanied by a large quantity of documents relating to various legal proceedings in other courts. It is unclear whether the debtor intended to commence a new proceeding or to remove various

1 proceedings pending in other courts to this Court. In any event,
2 the debtor has failed to do either thing effectively. Moreover,
3 the debtor failed to pay the filing fee for the adversary
4 proceeding despite having been given notice of the necessity for
5 making this payment. Finally, the underlying bankruptcy case was
6 dismissed on December 9, 2009. Based on the foregoing, good cause
7 appearing therefor, it is hereby

8 ORDERED that the above-captioned adversary proceeding be, and
9 it hereby is, dismissed without prejudice.

10 END OF ORDER
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COURT SERVICE LIST

Kamaal Romon Goyens, Sr.
1853 9th Ave., #1
Oakland, CA 94606

Ryan Wallace Stocking
Miles, Bauer, Bergstron and Winters LLP
1665 Scenic Avenue #200
Costa Mesa, CA 92626

Robert Eberwein
Chakdeeannka Eberwein
1853 9th Ave., #2 & 3
Oakland, CA 94606

KAMAAL ROMON GOYENS SR
1853 9TH AVE 1, 2, 3, OAKLAND CA 94606-3019
3109 KING ST A, B, C, D, BERKELEY CA 94703-2461

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA

KAMAAL ROMON GOYENS SR

09- 70509 TC

MARCH 5, 2010
TIME 8:30AM-11:00
JUDGE EDWARD JELLEN

EX PARTE APPLICATION
FEE WAIVER REQUEST
PROPOSED ORDER

NOTICE OF APPEAL FROM
HEARING ON MOTION FOR RELIEF
FROM STAY IN CLOSED CASE
GRANTED BY ALLEGATION
OF FAILURE TO APPEAR
WHEN
OBJECTION FILED
FEBRUARY 03, 2010

To Judge, Please Re open This Adversary

HSBC BANK AS TRUSTEE FOR FREMONT HOME LOAN ASSOCIATION FORMERLY DOING
BUSINESS AS BANK OF AMERICA REFINANCE AKA AS COUNTRYWIDE HOME LOANS PREDATORY
LENDER 15 STATE ATTORNEY GENERAL BUY-BACK 2004-2008, LEHMAN BROTHERS
BANKRUPTCY, UNITED STATES DISTRICT COURT NORTHERN ILLINOIS 05-CV-07097
NON-BORROWERS LAW SUIT DOCKET 323, AND 09-70509-tg 13 ORDER JANUARY 8,
2010

THE COURT HAVING READ THE DEBTOR REQUEST AND NOTICE OF APPEAL AND ATTACHED
ORDER THE COURT FINDS THAT THE CO-DEBTOR MADE VALID POINTS AND THE MY RULING
AS

TO DENIAL OF APPEALS IN 10-4019, 10-4020, 10-4021 REMANDED ORDERS ARE NN-
APPEALABLE AND THE DECISION TO NOT REMAND AS IN THE CASE OF 09-70509-EDJ13
AND IN THE SACRAMENTO BANKRUPTCY COURT, MY ORDERS ARE FACING TOUCH SCRUTINY IN
THE BAP AND COURT OF APPEALS OF 9TH CIRCUIT. THEREFORE THE COURT GRANTS,
MODIFIES IT ORDERS ACCORDINGLY.... They will be overturned on appeal

Kamaal Goyens
~~So Ordered Judge Edward Jellen~~ 3-5-2010

** Stay has been violated several times after
Case was opened in Bankruptcy Court*

KAMAAL ROMON Goyens Sr
1853 9TH AVE 1, 2, 3, OAKLAND CA 94606-3019
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UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA

KAMAAL ROMON GOYENS SR

09-70509-TC

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NORTHERN DISTRICT OF CALIFORNIA

KAMAAL ROMON GOYENS SR

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TIME 8:30AM-11:00
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Case was opened in Bankruptcy Court*

ORIGINAL FILED
MAR 05 2010
BANKRUPTCY COURT
OAKLAND, CALIFORNIA

Robert D Eberwein
3109 King St #1 B,C,D
Berkeley Ca 94703-2487
1853 9th Ave #123
Oakland Ca 94603-2487

UNITED STATES BANKRUPTCY COURT NORTHERN DISTRICT
CALIFORNIA OAKLAND

10-40860-EOJ/03

March 5, 2010

10:22 Am

Dept

Judge Teller

Motion for Relief From Stay

Notice of Appeal Of

Fee Waiver Application

I Robert Eberwein apply for fee waiver locked out of job
receiving food stamps.

Sworn under penalty of perjury under the
laws of United States
executed in Oakland,
California

Robert Eberwein

Robert Eberwein

ORIGINAL FILED

MAR 05 2010

BANKRUPTCY COURT
OAKLAND, CALIFORNIA

UNITED STATES BANKRUPTCY COURT NORTHERN DISTRICT
CALIFORNIA OAKLAND

10-40860-EDJ13

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BANKRUPTCY COURT
OAKLAND, CALIFORNIA

Robert D Eberwein
3109 King St, A, B, C, D
Berkeley Ca 94703-2451
1853 9th Ave #1, 2, 3
Oakland, Ca 94606-3019

UNITED STATES BANKRUPTCY COURT NORTHERN DISTRICT
CALIFORNIA OAKLAND

Robert Daniel Eberwein

Bank of New York

VS

Robert Eberwein

10-40860-5
MARCH 5, 2010
Judge Glen
10:00 AM
Motion for Relief from
Stay
Notice of Appeal Of

Fee Waiver Application

Notice of Appeal from motion for Relief
from Stay by special appearing Attorney
I Robert Eberwein give notice of appeal to the BAP

of remand to state court these were at issue in
Bankruptcy Court in Sacramento and other states still
open the federal court had jurisdiction first see
Motion for Stay relief filed by the same law firm and
tried by Glen Navis a special appearing attorney

Issues on Appeal court had no jurisdiction

Sworn under penalty of perjury under the laws of US

Executed in Oakland California MARCH 5, 2010

Robert Eberwein

* I personally appeared
in court. No CWA's 200541
certificate holders appeared.

ORIGINAL FILED

MAR 05 2010

BANKRUPTCY COURT
OAKLAND, CALIFORNIA

Robert D Eberwein
3109 King St A, B, C, D
Berkeley, Ca 94703, 2457
1853 9th Ave # 1, 2, 3
Oakland, Ca 94606 3019

UNITED STATES BANKRUPTCY COURT NORTHERN DISTRICT
CALIFORNIA OAKLAND

Robert Daniel Eberwein

10-40860-953

MARCH 5, 2010

Judge Flew

10:00 AM

Motion for Relief from Stay

Bank of New York

VS

Robert Eberwein

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